|   |              | ACT/ORDER FOR omplete Block 12, 17, |                   |   | S 1. Requisition  |                 |  | Page                | 1 <b>Of</b> 34       |
|---|--------------|-------------------------------------|-------------------|---|---|-----------------|--|---------------------|----------------------|
| 2. Contract No. W56HZV-04-D-0   |              | 3. Award/Effective                  |                   | 4. Order Number   | 5. Solicitation   | Number          |  | 6. Solici           | tation Issue Date    |
| 7. For Solicitation<br>Information Call:  |              | A. Name<br>SCOTT RYBICKI            |                   |   | B. Telephone Number (No Collect Calls) 8. Offer Due Date/Local  |                 |  |                     |                      |
| 9. Issued By Code W56HZV  TACOM WARREN BLDG 231 AMSTA-AQ-ADBA WARREN, MICHIGAN 48397-5000 |              |                                     | <del></del>       | This Acquisition Is Unrestricted Unless Block Is Marked Set Aside: % For See Schedule |   |                 |  | 12. Discount Terms  |                      |
| HTTP:/  | //CONTRACT   | 'ING.TACOM.ARMY.MI                  | L                 |   | Small Business    X   13a. This Contract Is A Rated Contract Is A |                 |  |                     |                      |
|   |              |                                     |                   | 8(A)  | Jisauv Dusiness   | 13b. Rat        | ing DOA4                                     |                     |                      |
| 9   |              |                                     |                   | SIC:  | 1   |                 | od Of Solicitation                           |                     | 1                    |
| e-mail: RYBICKSC  | @TACOM.AR    | MY.MIL Code                         |                   | Size Standard 16. Administ  |   | RFC             | ) IFB  |                     | RFP S3912A           |
| SEE SCHEDUI   | LE           | Coulc                               |                   |   | TRAL PENNSYLVA<br>1 ST.<br>)1   | NIA<br>-4054    |  |                     | Cour   5532211       |
| Telephone No. 17. Contractor/Off  | eror Co      | de 12361 Facili                     | ity               | 18a. Paymen   | t Will Be Made B  | y               |  |                     | Code HQ0337          |
| GROVE U.S.<br>1565 BUCHAI   |              | FAST                                |                   |   | COLUMBUS CENTER   |                 |  |                     |                      |
| P.O. BOX 2:<br>SHADY GROVI  | 1            |                                     |                   | P.O. BOX  |   |                 | ATION  |                     |                      |
| Telephone No.   | No. 1944 1   | T. D'00                             | 7 1               | 10h Cubmit  | Invoices To Adda  | ogg Charry      | In Block 18a Unle                            | gg Dlook I          | Palary Ia Chaalrad   |
|   | In Offer     | Is Different And Put S              | Such              | 180. Submit   | See Addendum  | ess Snown       | ти втоск тъа стве                            | SS BIOCK I          | Selow Is Checked     |
| 19.<br>Item No.   |              | Schedule Of S                       | 20.<br>upplies/Se | ervices   | 21.<br>Quantity   | 22.<br>Unit     | 23.<br>Unit Pric                             | e                   | 24.<br>Amount        |
|   |              | SEE SCHE                            | DULE              |   |   |                 |  |                     |                      |
|   | Contract     | Expiration Date:                    |                   |   |   |                 |  |                     |                      |
| 25. Accounting An   | d Appropri   | (Attach Additional ation Data       | Sheets As         | Necessary)  |   |                 | 26. Total Award                              | Amount              | (For Govt. Use Only) |
| 27a Salicitatio   | n Incornor   | ates By Reference FA                | D 52 212          |   | 52 212-3 And 52 2   | 12-5 Aro A      | Г  | Are                 | Are Not Attached.    |
|   | •            | rder Incorporates By                |                   |   |   |                 | -<br>F                                       | X Are               | Are Not Attached.    |
|   |              | Sign This Document                  |                   |   | oies 29. Award  |                 |  |                     | Offer                |
| To Issuing Of   | fice. Contr  | actor Agrees To Furi                | nish And I        | Deliver All Items Se  | et Dated  | l               | Your Offer                                   |                     |                      |
| Forth Or Otherwis The Terms And Co  |              | Above And On Any becified Herein.   | Additiona         | al Sheets Subject To  | o Including A<br>Accepted A   | •               |  | hich Are            | Set Forth Herein Is  |
| 30a. Signature Of   |              |                                     |                   |   |   |                 | ica (Signature Of C                          | Contracti           | ng Officer)          |
| 30b. Name And Tit   | tle Of Signe | r (Type Or Print)                   | 30c. Dat          | te Signed   | J. CHECK-SANC   | HEZ /SIĞN       | Officer (Type Or F<br>ED/<br>L (810)574-8283 | ,                   | 31c. Date Signed     |
| 32a. Quantity In C  | olumn 21 H   | las Been                            |                   |   | 33. Ship Number 34. Voucher Number  |                 | mber   | 35. Amount Verified |                      |
| Received Inspected Accepted And Conforms To Th  |              |                                     | ms To The         | Partial   | Final   |                 |  | Correct For         |                      |
| 22h Si  | A4l J        | Contract Exc                        |                   |   | 36. Payment   |                 |  |                     | 37. Check Number     |
| 320. Signature Of A   | Authorizea   | Government Represe                  | entative          | 32c. Date   | Complete 38. S/R Account  | Parti<br>Number | ial Fina<br>39. S/R Voucher                  |                     | 40. Paid By          |
|   |              |                                     |                   | _   | 42a. Received By  |                 | DATE ( Suche)                                | _ ,                 |                      |
| •   |              | <b>Correct And Proper</b>           | For Paym          | ent   |   |                 |  |                     |                      |
| 41b. Signature And  | d Title Of C | ertifying Officer                   |                   | 41c. Date   | 42b. Received At  | (Location)      | 1  |                     |                      |
|   |              |                                     |                   |   | 42c. Date Recd (  | YYMMDD          | ) 42d. Total Co                              | ntainers            |                      |
| Authorized For Lo   | cal Reprod   | uction                              |                   |   |   |                 | Standard 1                                   | Form 144            | <br>                 |

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 2 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

over guidance found on the TACOM contracting web page.

SUPPLEMENTAL INFORMATION

1

| Regulatory Cite        | Title                               | Date     |
|------------------------|-------------------------------------|----------|
| 52.204-4016<br>(TACOM) | TACOM-WARREN ELECTRONIC CONTRACTING | JUL/2003 |

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.242-4021 NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL JUL/1999
(TACOM) ADMINISTRATION

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

## Grove's Standard Warranty

SCOPE OF SELLERS WARRANTY - Grove warrants its new products and major components thereof to the original Buyer to be free from defects in materials and/or workmanship that could not have been discovered by such original Buyer with reasonable diligence and care at the time of shipment from the factory.

This warranty of Grove applies only when the materials and/or workmanship is properly maintained and in normal use. Accordingly, this Warranty shall not apply to any Grove materials and/or workmanship that has been subjected to abusive use; misapplication; neglect; accident; improper assembly or installation; unauthorized modification; or operation beyond rated capacity or limits. This Warranty shall also not apply to any component parts or accessories manufactured by third parties and incorporated in Grove products.

DURATION OF WARRANTY - This Warranty shall expire twelve (12) months form the date of delivery to the Buyer.

BUYERS SOLE REMEDY - Grove will furnish without charge, F.O.B. its factory, replacements for such parts as Bermingham finds to have been defective at the time of shipment, or at Berminghams option, will make or authorize repairs to such parts or shall refund the purchase

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 3 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

price.

BUYERS DUTIES - Buyer shall give prompt written notice of any defects in materials and/or workmanship to Grove with sufficient detail to permit Grove to perform its obligations under this warranty. It shall also be a condition of this Warranty that, upon request, the Buyer shall return to the factory, transportation prepaid, any parts for which a warranty claim is made.

DISCLAIMER - THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE. BERMINGHAM SPECIFICALLY DISCLAIMS ANY EXPRESS, STATUTORY, OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

GROVES LIABILITY ARISING OUT OF OR RELATED TO THE SALE OR OFFER FOR SALE OF ITS PRODUCTS OR MAJOR COMPONENTS THEREOF IS LIMITED TO THE BUYERS REMEDY AS STATED ABOVE. IN NO EVENT WILL GROVE BE LIABLE FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES BY THE ORIGINAL USER OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, LOSS, OR EXPENSE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT OR GOODWILL) RELATING TO OR ARISING OUT OF THE SALE OR OFFER FOR SALE, OF ITS PRODUCTS OR MAJOR COMPONENTS THEREOF. WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER THEORY OF LAW OR EQUITY, UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF GROVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGE OR EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, THIS LIMITATION OF LIABILITY INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST THE BUYER. ACCCORDINGLY, BUYER IS ADVISED AND AGREES TO PROCURE SUCH INSURANCE, IF ANY, AS IT DEEMS APPROPRIATE TO COVER ANY AND ALL SUCH LOSS, DAMAGE OR LIABILITY. GROVE SHALL NOT BE HELD RESPONSIBLE FOR ANY COSTS ASSOCIATED WITH DELAYS INCLUDING THIRD PARTY BILLING AS WELL AS, BUT NOT LIMITED TO, BACK CHARGES AND LIQUIDATED DAMAGES THAT MAY BE A RESULT OF ANY DELAY. THESE LIMITATIONS SHALL APPLY NOTHWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR ANY LIMITED REMEDY PROVIDED UNDER ANY PROVISION HEREIN.

ASSIGNMENT - This warranty is exclusive to the original Buyer and is not assignable or transferable to any third party.

INTEGRATION - This warranty constitutes the entire warranty agreement between the parties. It supersedes all prior or contemporaneous oral or written agreements relating to any warranty and shall not be modified except by a document signed by the parties.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Subcontracting Plan is hereby incorporated by reference, from the plan approved by the Small Business Administration on January 8, 2004. Grove's warranty is hereby incorporated by Narrative A001.

\*\*\* END OF NARRATIVE A 002 \*\*\*

## Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD

Page 4 of 34

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE              | AMOUNT |
|---------|---|----------|------|-------------------------|--------|
|         | SUPPLIES OR SERVICES AND PRICES/COSTS   |          |      |                         |        |
| 0011    | FIRST ORDERING YEAR   | EST. 40  | EA   | \$ <u>135,626.52000</u> |        |
|         | NOUN: PILE DRIVING SYSTEM SECURITY CLASS: Unclassified  |          |      |                         |        |
|         | SUPPLIES OR SERVICES AND PRICES/COSTS:  |          |      |                         |        |
|         | IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:  |          |      |                         |        |
|         | THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT. |          |      |                         |        |
|         | THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:  |          |      |                         |        |
|         | FIRST ORDERING YEAR OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.   |          |      |                         |        |
|         | SECOND ORDERING YEAR OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.   |          |      |                         |        |
|         | THIRD ORDERING YEAR OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.  |          |      |                         |        |
|         | NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.  |          |      |                         |        |
|         | NOTE: EACH ORDERING YEAR ESTIMATE, AS WELL AS EACH OPTION YEAR ESTIMATE, IF APPLICABLE, IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.   |          |      |                         |        |
|         |   |          |      |                         |        |
|         |   |          |      |                         |        |

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD

**Page** 5 **of** 34

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE              | AMOUNT |
|---------|--|----------|------|-------------------------|--------|
|         | (End of narrative B001)  |          |      |                         |        |
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: STANDARD COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial   |          |      |                         |        |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  |          |      |                         |        |
|         | FOB POINT: Destination   |          |      |                         |        |
|         | SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION. |          |      |                         |        |
| 012     | SECOND ORDERING YEAR   | EST. 10  | EA   | \$ <u>138,067.78000</u> |        |
|         | NOUN: PILE DRIVING SYSTEM SECURITY CLASS: Unclassified   |          |      |                         |        |
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: STANDARD COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial   |          |      |                         |        |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  |          |      |                         |        |
|         | FOB POINT: Destination   |          |      |                         |        |
|         | SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION. |          |      |                         |        |
| 0013    | THIRD ORDERING YEAR  | EST. 10  | EA   | \$ 140,553.00000        |        |
|         | NOUN: PILE DRIVING SYSTEM SECURITY CLASS: Unclassified   |          |      |                         |        |

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 6 **of** 34

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE          | AMOUNT    |
|---------|--|----------|------|---------------------|-----------|
|         | Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: STANDARD COMMERCIAL PACKAGING LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial   |          |      |                     |           |
|         | Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin  |          |      |                     |           |
|         | FOB POINT: Destination  SHIP TO: PARCEL POST ADDRESS  (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE  (SHIP-TO) WILL BE FURNISHED PRIOR  TO THE SCHEDULED DELIVERY DATE FOR  ITEMS REQUIRED UNDER THIS  REQUISITION. |          |      |                     |           |
| 0014    | FIRST ARTICLE  |          | LO   | \$ 64,735.00000     |           |
|         | NOUN: FIRST ARTICLE TEST REPORT SECURITY CLASS: Unclassified   |          |      |                     |           |
|         | FIRST ARTICLE TEST AND REPORT PURSUANT TO THE REQUIREMENTS OF THE PROVISION ENTITLED "FIRST ARTICLE APPROVAL - CONTRACTOR TESTING "IN SECTION E OF THIS CONTRACT.  |          |      |                     |           |
|         | (End of narrative B001)  Packaging and Marking   |          |      |                     |           |
|         | Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination  |          |      |                     |           |
|         | FOB POINT: Destination   |          |      |                     |           |
| 0015    | CONTRACT DATA ITEM   |          |      |                     |           |
|         | SECURITY CLASS: Unclassified   |          |      |                     |           |
| A001    | CONFIGURATION CHANGE REPORT  |          | LO   | \$ <u>** NSP **</u> | \$** NSP_ |

# Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-D-0049 MOD/AMD

**Page** 7 **of** 34

| ITEM NO | SUPPLIES/SERVICES   | QUANTITY | UNIT | UNIT PRICE   | AMOUNT      |
|---------|---|----------|------|--------------|-------------|
|         | SECURITY CLASS: Unclassified  |          |      |              |             |
|         | Packaging and Marking   |          |      |              |             |
|         | Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination |          |      |              |             |
|         | FOB POINT: Destination  |          |      |              |             |
|         | SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00003) SEE NARRATIVE ON DD 1423     |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |
| A002    | TEST PLAN   |          | LO   | \$ ** NSP ** | \$** NSP ** |
|         | SECURITY CLASS: Unclassified  |          |      |              |             |
|         | Packaging and Marking   |          |      |              |             |
|         | Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination |          |      |              |             |
|         | FOB POINT: Destination  |          |      |              |             |
|         | SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423            |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |
|         |   |          |      |              |             |

| CONTINUATION CHE |  | Reference No. of Document Bo   | Page 8 of 34 |          |  |  |  |  |
|------------------|--|--------------------------------|--------------|----------|--|--|--|--|
| CO               | ONTINUATION SHEET                                | PHN/SHN W56HZV-04-D-0049       | MOD/AMD      |          |  |  |  |  |
| Name of Of       | Name of Offeror or Contractor: GROVE U.S. L.L.C. |                                |              |          |  |  |  |  |
|                  | Regulatory Cite                                  | Title                          |              | Date     |  |  |  |  |
| 1                | 52.247-4457 LONG TE                              | RM CONTRACTS - FOB DESTINATION |              | OCT/1999 |  |  |  |  |

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations; in the following estimated percentages, if listed: N/A

Contractor shall ship in place, meaning to hold all shipments until further notice via contract modification or delivery order.

(TACOM)

[End of Clause]

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 9 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Deliveries

- C.1.1 The contractor shall deliver a Pile Driving System for the All Terrain Crane (ATEC). The contractor shall provide a Pile Driving System that meets all the technical requirements of Purchase Description (PD) "Pile Driving System" PD No. ATPD-2340, dated December 22, 2003 (ATTACHMENT I). Delivery Orders will specify the quantities, delivery dates, destinations, and paint color.
- C.1.2 The Pile Driving System consists of the following components that are in ATTACHMENTS II, III and IV.
- C.1.3 The contractor shall develop packing instructions to be displayed on the inside of the transportation stowage container.
- C.2 Storage and Maintenance of ATEC Vehicle
- a. The government will ship-in-place a ATEC vehicle under Contract DAAE07-97-D-X001 for use in the interface, testing, and training efforts on this contract. ("Shipped in place" means that the government has inspected, accepted the vehicle but the vehicle will remain at the contractor's facility for the duration of this contract.)

#### C.3 Meetings And Reviews

The contractor and government will periodically have meetings and reviews during this contract's performance period. The objectives of these meetings are to review progress and provide guidance on technical, contractual or other issues that come up during performance. Before meetings, the participants shall agree upon an agenda. At the conclusion of each meeting, we will jointly write and agree on a summary of the discussions. The summary will identify all action items assigned for both parties to accomplish, along with a completion date for each action item, and all actions requiring Contracting Officer approval. When meetings are at the contractor's facility, the contractor will make the following available for the government's use: the shipped-in-place ATEC (Reference paragraph C.2 above.), a Pile Driving System needed for viewing; required technical, logistics or other documentation (including drawings, computer data bases, publications, and other required data); and computer resources, as needed. The government anticipates quarterly meetings until First Article Test (FAT) approval. The government anticipates two meetings a year after FAT approval. There will be a two-day Start of Work meeting held at TACOM within 30 days after contract award.

#### C.4 Configuration Changes

The contractor shall be responsible for maintaining configuration control of the Pile Driving System. The contractor shall establish a production configuration baseline after successful completion of the contractor's portions of the First Article Test (FAT). This baseline will identify and document the functional and physical characteristics of the Pile Driving System. It is the government's intent to standardize the configuration. The government acknowledges that the contractor may want to offer to the government configuration changes being introduced to its commercial production during the term of this contract. However, it's important for the government to assess the impact of any proposed changes to the logistics and technical requirements established for this program, under this contract and DAAE07-97-D-X001. The contractor is therefore required to notify the Contracting Officer prior to implementing any configuration changes. The government reserves the right to disapprove proposed changes that would adversely affect the program. Prior to production, the contractor shall notify the government of any impending federal laws and regulations scheduled to go into effect during the life of this contract that may impact configuration.

## C.4.1 Engineering Changes - Contractor Requested

#### C.4.1.1 Requirement for Submittal

The contractor shall submit a request for change for any configuration change, which impacts form, fit or function. The contractor shall submit requests for approval of changes to the configuration baseline to the Contracting Officer at least 60 days before the proposed application date. The request for change shall include the following:

- a. Rationale to support the necessity of making the change;
- b. Any test results, planned testing, or other information to show acceptability;
- c. Identification of the affected parts and assemblies, drawings, sketches, calculations, and other data necessary to define the change you are proposing;
- d. Identification of any logistics impact to include changes to manuals, provisioning, maintenance procedures, repair parts, special tools and test equipment, packaging, and transportation;
- e. Any proposed decrease in contract price; and
- f. Identification, by serial number, of the systems affected.

#### C.4.1.2 Government Review

The government may require the contractor to perform additional tests to verify acceptability of any proposed change. The government will determine the extent of testing up to and including a complete First Article Test (FAT) for that change. The contractor will perform the tests at no additional cost to the government. The government will acknowledge proposed changes and provide notification

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 10 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

within 30 days of receiving an acceptable request if the government's evaluation shows they would have an adverse effect on performance, reliability, availability, maintainability, or repair.

#### C.4.1.3 Responsibility for Failure Due to Changes

The government's acknowledgement of the contractor's change does not relieve the contractor from its responsibility to furnish all items in conformance with the contract performance requirements.

#### C.4.1.4 Responsibility for Cost Changes

The responsibility for cost of changes is as follows:

- a. The government is not responsible for additional testing or software costs associated with any changes the contractor submits.
- When a change results in reduced contractor costs, the government may obtain an equitable reduction in contract price.
- c. The government is not liable for any costs the contractor may incur, due to delay in contract performance, as a result of any of the contractor's requests for change.

#### C.4.1.5 Responsibility for Data

Within 45 days of making the change, the contractor shall submit, at no cost to the government, revisions to all affected contractual data deliverables, whether they affect form, fit, or function or not.

#### C.4.1.6 Configuration Change Report

For contractor initiated configuration changes, the contractor shall notify the government of the following: old part number, new part number, vendor CAGE code, and Additional Reference Number (vendor part number) in accordance with ELIN A001. The contractor shall submit the report with two sections, one for form/fit/function changes and one for non-form/fit/function changes. If the contractor has not made any changes within the reporting period, the report shall make a statement to that effect.

## C.4.2 Engineering Changes - Government Requested

If the government wants to change the configuration, the contracting officer will request a technical and price proposal, to include an Integrated Logistics Support Impact Statement with the impact to each ILS element. The contractor shall furnish the proposal within 60 days of receipt of request. The government may first request a Rough Order of Magnitude (ROM) proposal if only a limited amount of funding is available for the action.

## C.5 Lifetime Technical Support

The contractor will provide technical support for the life of the Pile Driving System. An 800 number will be established and inserted into the manuals.

Support will consist of the following:

- a. Advice will be provided to the end user on how to best utilize the pile driving equipment, together with the crane to carry out a specific pile driving mission.
- b. Over the phone technical support and trouble shooting advice during regular business hours. Advice on how to utilize the pile driver hammer for other missions or on other types of equipment as/when required by the end user.

\*\*\* END OF NARRATIVE C 001 \*\*\*

\*\*\* END OF NARRATIVE C 002 \*\*\*

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 11 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

PACKAGING AND MARKING

Regulatory Cite \_\_\_\_\_\_ Title \_\_\_\_\_ Date

1 252.211-7003 ITEM IDENTIFICATION AND VALUATION

JAN/2004

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acg.osd.mil/uid .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 12 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid\_.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.
  - (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for-
    - (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
    - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: -TBD-

Item Description: -TBD-

- (iii) Subassemblies, components, and parts embedded within items as specified in -TBD-.
- (2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.
  - (3) Data syntax and semantics. The Contractor shall--
- (i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:
  - (A) Data Identifiers (DIs) (Format 06).
  - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418,

Information Technology -- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance. (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use

until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at

http://www.acq.osd.mil/uid ; and

- (ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.
  - (4) Marking items.
- (i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
  - (ii) The issuing agency code--
    - (A) Shall not be placed on the item; and
    - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.
- (e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
  - (1) Description.\*
  - (2) Unique identifier\*\*, consisting of--
    - (i) Concatenated DoD unique item identifier; or
    - (ii) DoD recognized unique identification equivalent.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if DoD unique item identifier is used).\*\*
  - (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
  - (6) Original part number. \*\*

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 13 of 34

## Name of Offeror or Contractor: GROVE U.S. L.L.C.

- (7) Serial number.\*\*
- (8) Quantity shipped.\*
- (9) Unit of measure.\*
- (10) Government's unit acquisition cost.\*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.\*
- (16) Acceptance code.
- \* Once per contract line, subline, or exhibit line item.
- \*\* Once per item.
- (f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
  - (2) Unique item identifier of the embedded subassembly, component, or part, consisting of-
    - (i) Concatenated DoD unique item identifier; or
    - (ii) DoD recognized unique identification equivalent.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if DoD unique item identifier is used).\*\*
  - (5) Enterprise identifier (if DoD unique item identifier is used).\*\*
  - (6) Original part number.\*\*
  - (7) Serial number. \*\*
  - (8) Unit of measure.
  - (9) Description.
- \*\* Once per item.
- (g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at http://www.acq.osd.mil.uid
- (h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 14 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

INSPECTION AND ACCEPTANCE

1

| Regulatory Cite | Title  | Date     |
|-----------------|--|----------|
| 52.209-3        | FIRST ARTICLE APPROVALCONTRACTOR TESTING (ALTERNATE I (JAN 1997) | SEP/1989 |
|                 | AND ALTERNATE II (SEP 1989))                                     |          |

- (a) The Contractor shall test 1 PILE DRIVING SYSTEM of Contract Line Item 0014 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.
- (b) The Contractor shall submit the first article test report within 120 calendar days from the date of this contract or as otherwise proposed by the contractor and accepted by the Government, to:

Commander, US Army TACOM

6501 East Eleven Mile Rd.

AMSTA-AO-ADBA

c/o Jeanne Checksanchez

Marked FIRST ARTICLE TEST REPORT: Contract No. W56HZV-04-D0049; Contract Line Item Number 00014

Within 120 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

- (c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the DEFAULT clause of this contract.
- (e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.
- (f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the CHANGES clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.
- (h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waive.
  - (i) The Contractor shall produce both the first article and the production quantity at the same facility.

[End of Clause]

TACOM ADDENDUM:

For purposes of this contract, interpret Paragraph (g) above to mean that the PCO hereby authorizes you to purchase <u>all</u> material and components necessary to produce the production quantity.

[End of Addendum]

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 15 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

## E.1 Quality Program

The contractor shall, as part of the system engineering effort, implement process control techniques and quality systems in accordance with its internal documented quality standard policies.

#### E.2 Government Inspection Notification

- a. The contractor shall provide 30 days advance notice when the First Article Test will be conducted. The notification, sent to the addresses listed below, will include a draft test agenda listing each inspection and test, approximate duration, date of performance, and location.
  - 1. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: SFAE-CSS-FP-C, Warren, MI 48397-5000.
  - 2. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CJMJ, Warren, MI 48397-5000.
  - 3. Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-TR-E-ELE/21, Warren, MI 48397-5000.
  - 4. Defense Contract Management Command (DCMC-QAR).

#### E.3 First Article Testing (FAT) and Test Plan

The contractor shall submit a Test Plan in accordance with ELIN A002. The Test Plan shall include the weight, dimensions, center of gravity, and any other data needed to evaluate the transportability requirements. The contractor's tests shall be conducted in accordance with the Test Plan, the PD, and FAR clause 52.209-3.

#### E.4 Contractor First Article Test Report

In accordance with FAR 52.209-3, the contractor shall submit a FAT report. The report shall include the following information:

- a. Actual test data for contractor tested characteristics.
- b. Proof that test requirements can be met for contractor certified characteristics. Commercial test data and/or commercial literature advertising performance and specifications are acceptable.
- E.5 Inspection Comparison Test
- a. The government reserves the right to randomly select a pile driving system for test any time during the contract performance period and subject it to the inspections and tests specified in Section 4 of the PD. The government will pay for all test costs, including transportation.
- b. If the pile driving system fails to meet any of the requirements specified in Section 3 of the PD, the failure shall be cause for rejection of that vehicle and also for the government's refusal for continued acceptance of vehicles until the contractor has provided evidence of corrective action taken to eliminate the deficiencies. The contractor shall correct all deficiencies on all vehicles at no additional cost to the government.

| CONTINUATION SHEET | Reference No. of Document Being Continued |  |  |
|--------------------|---|--|--|
|                    | W56HZV-04-D-0049 <b>MOD/AMD</b>           |  |  |

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 17 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

CONTRACT CLAUSES

|    | Regulatory Cite | Title   | Date     |
|----|-----------------|---|----------|
| 1  | 52.219-16       | LIQUIDATED DAMAGESSUBCONTRACTING PLAN                               | JAN/1999 |
| 2  | 52.222-19       | CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES                | SEP/2002 |
| 3  | 52.229-4        | FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)           | APR/2003 |
| 4  | 52.232-33       | PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION | OCT/2003 |
| 5  | 52.246-2        | INSPECTION OF SUPPLIESFIXED PRICE                                   | AUG/1996 |
| 6  | 52.247-34       | F.O.B. DESTINATION  | NOV/1991 |
| 7  | 52.247-48       | F.O.B. DESTINATION EVIDENCE OF SHIPMENT (DEVIATION)                 | FEB/1999 |
| 8  | 52.247-54       | DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS            | MAR/1989 |
| 9  | 52.247-59       | F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS                     | APR/1984 |
| 10 | 52.248-1        | VALUE ENGINEERING   | FEB/2000 |
| 11 | 252.209-7004    | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE       | MAR/1998 |
|    |                 | GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal     |          |
|    |                 | Register 27 Mar 98  |          |
| 12 | 252.211-7005    | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS  | FEB/2003 |
| 13 | 252.225-7013    | DUTY-FREE ENTRY   | APR/2003 |
| 14 | 252.226-7001    | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC       | SEP/2001 |
|    |                 | ENTERPRISES   |          |
| 15 | 252.243-7002    | REQUESTS FOR EQUITABLE ADJUSTMENT                                   | MAR/1998 |
|    |                 |   |          |
| 16 | 52.212-5        | CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUES OR      | OCT/2003 |
|    |                 | EXECUTIVE ORDERSCOMMERCIAL ITEMS                                    |          |

- (a) The Contractor shall comply with the following FAR clause, which is incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:
- 52.233-3, Protest after Award (31 U.S.C 3553).
- (b) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (b), which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_X\_\_(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_\_(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- \_\_\_\_(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)
- \_\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \_\_\_\_ (ii) Alternate I to 52.219-5.
- \_\_\_\_ (iii) Alternate II to 52.219-5.
  - (5)(i)52.219-6, Notice of Total Small Business Aside (June 2003)(15 U.S.C.644)
    - (ii) Alternate I (Oct 1995) of 52.219-6.
  - (6)(i) 52.219-7, Notice of Partial Small Business Set Aside (June 2003)(15 U.S.C. 644).
    - (ii) Alternate I (Oct 1995) of 52.219-7.
- \_X\_\_(7) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- \_X\_\_(8) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4))
  - (ii) Alternate I of 52.219-9.
  - (iii) Alternate II of 52.219-9.
- \_\_\_\_(9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
  \_\_\_\_(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_\_ (ii)\_Alternate I of 52.219-23.
- \_X\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_X\_\_(12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (13) 52.222-3, Convict Labor (E.O. 11755)
- X (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O.13126)
- \_X\_(15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- $_{\rm X\_(16)}$  52.222-26, Equal Opportunity (E.O. 11246)
- \_X\_(17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (18) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

\_X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C.

MOD/AMD

Page 18 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

| 4212).   |
|--|
| (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii).  (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). |
| (21) 52.225-1, Buy American ActSupplies (41 U.S.C. 10a-10d).   |
| (22)(i) 52.225-3, Buy American ActNorth American Free Trade AgreementIsraeli Trade Act(41U.S.C. 10a-10d, 19 U.S.C. 3301 note,  |
| 19 U.S.C. 2112 note)   |
| (ii) Alternate I of 52.225-3.  |
| (iii) Alternate II of 52.225-3.  |
| (23) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).  |
| X (24) 52.225-13, Restrictions on Certain Foreign Purchases (E.O.'s, proclamations, and statutes administered by the Office of Foreign   |
| assets Control of the Dept. of the Treasury).  |
| (25) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).   |
| (26) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).   |
| (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  |
| (28) 52.232-30, Installment Payments for Commercial Items(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).  |
| X (29) 52.232-33, Payment by Electronic Funds TransferCentral Contractor Registration (31 U.S.C. 3332).  |
| (30) 52.232-34, Payment by Electronic Funds TransferOther than Central Contractor Regisration (31 U.S.C. 3332).  |
| (31) 52.232-36, Payment by Third Party (31 U.S.C. 3332).   |
| (32) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).   |
| (33) (i) 52.247-64, Preference for Privately Owned U.SFlag Commercial Vessels (46 U.S.C. 1241 & 10 U.S.C. 2631).   |
| (ii) Alternate I of 52.247-64.   |
| (c) The Contractor shall comply with the (following, checked) FAR clauses in this paragraph (c), applicable to commercial services,  |
| which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or  |
| executive orders applicable to acquisitions of commercial items:   |

- \_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- \_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - \_\_\_(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph, in a subcontract for commercial items or commercial components. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

| CONTINUATION SHEET | Reference No. of Document Be | Page 19 of 34 |  |
|--------------------|------------------------------|---------------|--|
| CONTINUATION SHEET | PIIN/SIIN W56HZV-04-D-0049   | MOD/AMD       |  |

Name of Offeror or Contractor: GROVE U.S. L.L.C.

(v) 52.222-41, Service Contract Act of 1965, As Amended, flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontrats for commercial items a minimal number of additional clasues necessary to satisfy its contractual obligations.

(End of clause)

OCT/1995

17 52.216-18 ORDERING OCT/1995

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through three years after date of contract award.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered <u>issued</u> when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

- 18 52.216-19 ORDER LIMITATIONS
- (a) <u>Minimum order</u>. When the Government requires supplies or services covered by this contract in an amount of less than -1-, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
  - (b) Maximum order. The Contractor is not obligated to honor--
    - (1) Any order for a single item in excess of 60.
    - (2) Any order for a combination of items in excess of 60; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within -5- days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

- 19 52.216-21 REQUIREMENTS OCT/1995
- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Name of Offeror or Contractor: GROVE U.S. L.L.C.

- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after four years after date of contract award.

(End of clause)

20 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR OCT/2003 EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL

Page 20 of 34

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components. Gratuities (APR 1984) (10 U.S.C. 2207)
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items
- \_X\_\_\_252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416). \_252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637). X 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (15 U.S.C. 637 note). \_X \_\_252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582). X 252.225-7012 Preference for Certain Domestic Commodities. \_X\_\_\_252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a). \_252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a). 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings. (\_\_\_\_ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts). \_\_252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). \_\_252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779). \_252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755). \_252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (\_\_\_ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)). \_X\_\_ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns Section 8021 of Pub.L. 107-248). X 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- \_x\_\_ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).
- \_X\_\_\_252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- \_ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631) ( Alternate I)

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 21 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

(\_\_\_\_Alternate II)

(\_\_\_\_\_ Alternate III)(10 U.S.C. 2631)

\_X\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).

252.247--7023 Transportation of Supplies by Sea (10 U.S.C. 2631)

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

21 52.211-4053

REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING

MAR/2000

(TACOM) SUBSTANCES

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: N/A.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

22 52.211-4517

(TACOM)

PACKAGING REQUIREMENTS (COMMERCIAL)

SEP/2003

(a) The preservation, packing, and marking requirements for this contract/order shall be accomplished in accordance with the performance requirements defined herein. The following Packaging requirements shall apply:

LEVEL OF PRESERVATION: Commercial

LEVEL OF PACKING: Commercial

QUANTITY PER UNIT PACKAGE: ONE

- (1) Packaging: Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements. It also provides for multiple handling, redistribution and shipment by any mode.
- (2) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (3) Preservation: Items susceptible to corrosion or deterioration shall be provided protection by means of preservative coatings, volatile corrosion inhibitors, desiccants, waterproof and/or watervaporproof barriers.
- (4) Cushioning: Items requiring protection from physical and mechanical damage (e.g. fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handing and shipment.
  - (b) Unit Package: A unit package shall be so designed and constructed that it will contain the contents with no damage to the

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 22 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton or box.

- (c) Unit Package Quantity: Unless otherwise specified, the unit package quantity shall be one each part, set, assembly, kit, etc.
- (d) Intermediate Package: Intermediate packaging is required whenever one or more of the following conditions exists:
  - (1) The quantity is over one (1) gross of the same national stock number,
  - (2) Use enhances handling and inventorying,
  - (3) The exterior surfaces of the unit pack is a bag of any type, regardless of size,
  - (4) The unit pack is less than 64 cubic inches,
  - (5) The weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches.

Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

#### (e) Packing:

- (1) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.
- (2) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
  - (f) Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall be of a size to allow for placement of two loads high and wide in a conveyance. The weight capacity of the pallet must be adequate for the load. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet although variations may be permitted as dictated by the characteristics of the items being unitized. The load shall be contained in a manner that will permit safe handling during shipment and storage.

## (g) Marking:

- (1) All unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision P, dated 15 Dec 2002, including bar coding. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract/order or not. Special markings include, but are not limited to, Shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive materiel will not identify the nature of the materiel.
- (2) Contractors and vendors shall apply identification and address markings with bar codes in accordance with this standard. For shipments moving to overseas locations and for mobile deployable units, the in-the-clear address must also include the host country geographic address and the APO/FPO address. A Military Shipment Label (MSL) is required for all shipments except contractor to contractor. The MSL will include both linear and 2D bar codes per the standard. DVD shipment documentation must also be marked with additional bar codes. The DD Form 250 or the commercial packing list shall have additional issue/receipt bar coding applied as per Direct Vendor Delivery Shipments in the standard (except for deliveries to DLA Distribution Depots, e.g. New Cumberland, San Joaquin, Red River, Anniston). Packing lists are required in accordance with the Standard, see paragraph 5.3
- (3) Contractor to contractor shipments shall have the address markings applied to the identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor and TO: name and address of consignee".
- (4) Military Shipping Label: : Military Shipment Labels(MSLs) may be created using commercially available programs. These commercial programs can generate a MIL-STD-129 and Defense Transportation Regulation compliant MSLs and package labels. For example, the EasyForm MSL at <a href="http://www.easysoftcorp.com/products/Software/MSL.html">http://www.easysoftcorp.com/products/Software/MSL.html</a>. Insure that the ship to and mark for in-the-clear delivery address is complete including: consignees name, organization, department name, office, building, room, street address, city, state, country code, & DODAAC.

#### (h) Hazardous Materials(As applicable):

- (1) Hazardous Materials is defined as a substance, or waste which has been determined by the Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce and which has been so designated. (This includes all items listed as hazardous in Titles 29, 40 and 49 CFR and other applicable modal regulations effective at the time of shipment.)
- (2) Packaging and marking for hazardous material shall comply with the requirements herein for the mode of transport and the

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Name of Offeror or Contractor: GROVE U.S. L.L.C.

applicable performance packaging contained in the following documents: International Air Transport Association (IATA) Dangerous Goods Regulations International Maritime Dangerous Goods Code (IMDG) Code of Federal Regulations (CFR) Title 29. Title 40 and Title 49 Joint Service Regulation AFJMAN24-204/TM38-250/NAVSUPPUB 505/MCO P4030.19/DLAM 4145.3 (for military air shipments).

- (3) If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations Recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- (4) A Product Material Safety Data Sheets (MSDS) is required to be included with every unit pack and intermediate container and shall be included with the packing list inside the sealed pouch attached to the outside of the package.
- (i) Heat Treatment and Marking of Wood Packaging Materials: Boxes/pallets and any wood used as inner packaging made of nonmanufactured wood shall be heat-treated. All non-manufactured wood used in packaging shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall be affiliated with an inspection agency accredited by the board of review of the American Lumber Standard Committee. The box/pallet manufacturer and the manufacturer of wood used as inner packaging shall ensure traceability to the original source of heat treatment. Marking. Each box/pallet shall be marked to show the conformance to the International Plant Protection Convention Standard. The quality mark shall be placed on both ends of the outer packaging, between the end cleats or end battens; on two sides of the pallet. Foreign manufacturers shall have the heat treatment of non-manufactured wood products verified in accordance with their National Plant Protection Organizations compliance program.
- (j) Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
  - (k) SUPPLEMENTAL INSTRUCTIONS: -2-

[End of clause]

52.242-4022 23 DELIVERY SCHEDULE (TACOM)

MAY/2000

Page 23 of 34

- (a) The following delivery schedule applies to this procurement:
- (1) See the Government's proposed schedule in Section B. Start deliveries 150 days after the date of award. Continue delivering every thirty (30) days, if necessary, until all items are delivered.
  - (2) You can accelerate delivery: AT NO TIME WITHOUT PRIOR APPROVAL FROM THE GOVERNMENT (PCO)
  - (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.

[End of Clause]

24 52.242-4457 DELIVERY SCHEDULE FOR DELIVERY ORDERS

OCT/2002

- (a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:
- (1) Start deliveries 90 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.
  - (i) You'll deliver a minimum of 1 units every 30 days;

| CONTINUATION SHEET | İ |
|--------------------|---|
|                    |   |

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049 MOD/AMD

Name of Offeror or Contractor: GROVE U.S. L.L.C.

- (ii) You'lll deliver a maximum of 99 units every 30 days
- (iii) You can deliver more than the maximum number of units every thirty days at no additional cost to the Government.
- (2) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.
- (ii) <u>FOB Destination</u> Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.
- (3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, or a maximum quantity less than what is requested in Paragraph (a)(1)(ii) above, your offer may be determined unacceptable for award.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.
- (2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_UNITS EVERY 30 DAYS.

[End of Clause]

25 52.211-16 VARIATION IN QUANTITY

APR/1984

Page 24 of 34

- (a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

(End of clause)

26 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

FEB/2002

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --
  - (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

  (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 25 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;
    - (iii) Contract number, contract line item number and, if applicable, the order number;
    - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
    - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
    - (vi) Terms of any discount for prompt payment offered;
    - (vii) Name and address of official to whom payment is to be sent;
    - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
    - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
    - (x) Electronic funds transfer (EFT) banking information.
      - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
      - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
      - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
    - (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 26 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
  - (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.

(End of Clause)

27 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
  - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

28 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION

NOV/2001

- (a) Definitions. As used in this clause--
- (1) <u>Central Contractor Registration (CCR) database</u> means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) <u>Data Universal Numbering System (DUNS) number</u> means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) <u>Data Universal Numbering System +4 (DUNS+4) number</u> means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) <u>Registered in the CCR database</u> means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049 MOD/AMD

Page 27 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DOD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at http://www.ccr.gov.

[End of Clause]

- 29 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS JUN/1998
- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-
  - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
  - (b) The requirements of this clause do not apply to any subcontractor that is-
    - (1) A foreign government;
    - (2) A representative of a foreign government; or
    - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in 225.7401).

[End of Clause]

30 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

- (a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.
- (b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 28 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

(End of clause)

e)

31 52.204-4005 (TACOM)

REQUIRED USE OF ELECTRONIC CONTRACTING

DEC/2002

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm
Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm
Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm
Red River Army Depot: http://www.redriver.army.mil/contracting/Awards
Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
  - (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
  - (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
  - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idg@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.
- NOTE: The above formats may be submitted in compressed form using self-extracting files.
  - (f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

| CONTINUATION SHEET | Reference No. of Document Being Continued | Page 29 of 34 |
|--------------------|---|---------------|
|                    | PIIN/SIIN W56HZV-04-D-0049 MOD/AMD        |               |

Name of Offeror or Contractor: GROVE U.S. L.L.C.

- 32 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)
- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

- 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)
- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.
- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (1) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (2) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (3) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.

## Reference No. of Document Being Continued **CONTINUATION SHEET**

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Name of Offeror or Contractor: GROVE U.S. L.L.C.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

ENVIRONMENTAL, SAFETY, AND ENERGY STANDARDS AND REGULATIONS 34 52.223-4000 SEP/1978 (TACOM)

Page 30 of 34

- (a) The contract price includes Contractor compliance with all federal vehicle emission, fuel economy, safety, and noise requirements and standards, hereinafter referred to as requirements, affecting the supplies to be delivered under this contract which, as of the time of bid opening in the case of sealed bidding, or as of the time for receipt of Best and Final Offers (BAFOs) in the case of a negotiated solicitation, were in effect or scheduled to become effective during the term of this contract.
- (b) In the event any of these requirements are subsequently changed (i.e., altered, rescinded or postponed) and such changes have not been otherwise provided for prior to the award of this contract, and compliance is mandatory upon the Contractor, and such changes cause an increase or decrease in the cost of, or time required to perform the contract, Contractor compliance with these changes shall be subject to equitable adjustment.
- (c) If any of these requirements are changed as described above, but compliance is optional on the part of the Contractor, the Contractor shall promptly notify the Government in writing and the Procuring Contracting Officer (PCO) shall have the right to decide whether the supplies yet to be accepted and delivered to the Government shall incorporate the optional changes. After receipt of this written notice the PCO shall provide timely written advice to the Contractor of the Government's decision and, if applicable, the effective data of such change(s). If the PCO's election constitutes a change which causes an increase or decrease in the cost of, or time required to perform this contract, Contractor compliance therewith shall be subject to equitable adjustment.

35 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 (TACOM)

MAR/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7326 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

36 52.246-4028 INSPECTION POINT: ORIGIN (TACOM)

FEB/1994

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT: (Name)

| CONTINUATION SHEET            |               | Reference No. of Document Being Continued |          |         |         | Page 31 of 34 |
|-------------------------------|---------------|---|----------|---------|---------|---------------|
|                               |               | PIIN/SIIN W56HZV-04-D-0049                |          |         | MOD/AMD |               |
| Name of Offeror or Contractor | r: GROVE U.S. | L.L.C.                                    |          |         |         |               |
|                               | (Address)     | (City)                                    | (County) | (State) | (Zip)   |               |
| SUBCONTRACTOR'S PLANT:        | (Name)        |   |          |         |         |               |
|                               |               |   |          |         |         |               |
|                               | (Address)     | (City)                                    | (County) | (State) | (Zip)   |               |

[End of Clause]

37 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT AUG/2003 (TACOM)

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
  - (1) Government Bills of Lading and
- (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

38 52.247-4009 DELIVERY OF SUPPLIES FROM FOREIGN FIRM TO U.S. PORT OF ENTRY AUG/2003 (TACOM)

This clause applies only to foreign firms when shipments are required to destinations within the Continental United States (CONUS).

- (a) The F.O.B. point for this acquisition is DESTINATION. You must arrange and pay for (i) transportation to the U.S. port of entry, (ii) port handling, (iii) customs clearance, and (iv) all transportation from the port of entry to the consignee(s) listed in this solicitation.
- (b) Acceptance will be at destination if the awardee is an OCONUS (Outside Continental United States) foreign firm.
- (c) Identification of shipment. The Contractor must insure that all shipments be clearly marked in accordance with MIL-STD-129 and other marking requirements specified in the Schedule. The Duty-Free Entry clauses in this contract contain instructions on the documentation required to accompany the shipment for duty-free entry.
- (d) Notification of Shipment. The Contractor shall send electronic notification to the Procuring Contracting Officer (PCO) when shipment is made, which includes the following information:
- (i) Mode of transportation, carrier, bill of lading number, customs broker (if any), and estimated time of arrival of materiel at OCONUS port authority.
- (ii) Mode of transportation, carrier, bill of lading number, and estimated dates for pick-up from CONUS port authority and delivery to final destination.
- (e) You assume all responsibility for risk of loss or damage to the supplies until received at the destination. See the clause entitled RESPONSIBILITY FOR SUPPLIES (FAR 52.246-16).

## Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

Page 32 of 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

[End of clause]

\* \* \*

39 52.247-4016 (TACOM) HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS

JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

40 52.247-4458 (TACOM) GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION

SEP/2000

- (a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.
- (b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.
  - (1) Unit Package:
- (i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).
  - (ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length\_228 in x Width 54 in x Depth 72 in\_(expressed in inches)/Weight expressed in 10,000\_pounds

- (2) Shipping Container:
  - (i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, 228 in x Width, 54 in x Height, 72 in (expressed in inches)

- (ii) Number of unit packages per shipping container: 1 each
- (iii) Gross weight of Shipping container and contents \_10,000 Lbs.
- (3) Unitized Loads:
  - (i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [ No [ x ]; describe: \_\_\_\_\_\_.
  - (ii) Number of Shipping containers per pallet/skid  $_1$  each.
  - (iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials \_\_3,000\_Lbs

| CONTINUATION SHEET | Reference No. of Document Being Continued |         |  |
|--------------------|---|---------|--|
|                    | PIIN/SIIN W56HZV-04-D-0049                | MOD/AMD |  |

Name of Offeror or Contractor: GROVE U.S. L.L.C.

| (iv) | Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity: |
|------|--|
|      | Length, x Width, x Height, (expressed in feet and inches)  |
| (v)  | Gross Weight of Unit Load: 13,000 Lbs;   |
|      |  |

**of** 34

[End of Clause]

| -CON | TTTTT | A TION    | CITETO |
|------|-------|-----------|--------|
|      |       | ~ I I() N | SHEET  |

# Reference No. of Document Being Continued

PIIN/SIIN W56HZV-04-D-0049

MOD/AMD

**Page** 34 **of** 34

Name of Offeror or Contractor: GROVE U.S. L.L.C.

LIST OF ATTACHMENTS

| List of        |                                |             | Number   |                |
|----------------|--------------------------------|-------------|----------|----------------|
| Addenda        | Title                          | Date        | of Pages | Transmitted By |
| Attachment 001 | PDS PURCHASE DESCRIPTION       | 22-DEC-2003 |          | EMAIL          |
| Attachment 002 | PILE DRIVING SYSTEM COMPONENTS | 31-DEC-2003 |          | EMAIL          |
| Attachment 003 | TOOL BOX COMPONENTS            | 31-DEC-2003 |          | EMAIL          |
| Attachment 004 | ADDITIIONAL TOOLS LIST         | 31-DEC-2003 |          | EMAIL          |

PHIN/SHN W56HZV-04-D-0049
MOD/AMD
ATT/EXH ID Attachment 001
PAGE 1

The Purchase Descriptions is not available within this electronic contractual document. The document will be sent via email.